

CONTRACT PERIOD THROUGH JUNE 30, 2005

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **CHILLER (CENTRIFUGAL) REPAIR, MAINTENANCE, AND
OVERHAUL**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 26, 2002**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/mm
Attach

Copy to: Clerk of the Board
Steve Varscsak, Facilities Management
Monica Mendoza, Materials Management

(Please remove Serial 97037-SC from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **CHILLER (CENTRIFUGAL) REPAIR, MAINTENANCE, AND OVERHAUL**

1.0 **INTENT:**

The intent of this bid is to award a contract for a comprehensive quarterly and annual preventive maintenance program for HVAC centrifugal chillers at various locations throughout the County. Additionally, to provide overhaul services of the equipment and, if necessary, rental chiller equipment.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 Contractor to furnish all supervision, labor, materials, equipment, tools, chemicals, transportation, and all effort necessary to perform the requirements herein. Parts are to be billed separately.

2.2 This service shall provide scheduled quarterly service and inspections, with one scheduled comprehensive annual service and inspection.

2.3 Working Hours: Service shall be made available to the County 365 days per year. FMD may require REGULAR service for repairs outside the normal PM scheduling period. Working hours are defined as follows:

Regular business hours (Monday – Friday 6:00 AM – 6:00 PM)

After hours (Monday – Friday 6:00 PM – 6:00 AM)

Weekends (Saturday and Sunday, all hours)

Holidays (County holidays, all hours)

2.4 The Contractor shall make themselves available for this unscheduled REGULAR service between the hours of 6:00 AM - 6:00 PM, Monday through Friday. This will require FOUR (4) hour response time on-site. All services requested outside of these times shall be considered AFTER HOURS

2.5 **MARK-UP FOR EQUIPMENT RENTALS:**

Equipment needed for the repair and maintenance of chillers, but not normally owned by the Contractor (i.e., cranes, jackhammers, backhoes, hoists, etc.), and therefore must be rented are allowable with a maximum five (5) percent mark-up. The invoice from the rental company used by the Contractor must be attached to the Contractor's invoice submitted to the County.

2.6 **QUARTERLY PREVENTIVE MAINTENANCE:**

Contractor shall perform quarterly preventive maintenance as established schedule by the County. Contractor must provide the County thirty (30) days prior verbal notice before commencing with the maintenance inspection. A checklist of all tests being performed shall be supplied to the County. It shall be the Contractor's responsibility to maintain the chiller (**main body and all components attached to the body**) and ancillary components (**contractor to provide service to these and are billable**) in a manner that causes the machine to be fully functional in accordance to manufacturer's and industry standards. The following shall be the responsibility of the Contractor during the quarterly preventive maintenance inspections:

- (a) Lubricate and adjust equipment as required by manufacturer's recommendations.
- (b) Provide chiller operation instructions to FMD staff as necessary.
- (c) Maintenance and repair of electric wiring from the line side starter to its respective motor.
- (d) Maintenance and repair of refrigerant piping between two or more pieces of equipment (excluding chilled water piping) and the insulation of the piping.

- (e) Maintain and repair all pressure and temperature controls, thermometers, gauges, linkages, control devices and thermostats located at equipment.
 - (f) Maintenance and repair of the starters.
 - (g) Check all safety switches and alarms for proper operation. This shall include, but not limited to:
 - High-pressure cutoff
 - Low-pressure cutoff
 - Low oil pressure switch
 - Oil pump timers
 - Flow switches
 - Pump interlocks
 - System monitor timers
 - System freeze stats
 - Vane closing switches
 - (h) Check operation of all operating controls:
 - Temperature control stats
 - Motor load limit controls
 - Vane operation controls
 - (i) Check compressor operation:
 - Performance evaluation
 - Check amperage balance
 - Check terminal lug torque
 - Check lubricating system, oil levels, and temperatures
 - Check vane operation under various loaded conditions
 - Check operation of expansion valve, superheat settings
 - Check and evaluate performance of purge compressor unit
 - (j) Check operation of chiller unit:
 - Leak check compressor fittings and terminals
 - Leak check purge compressor
 - Leak check oil pump and fittings
 - Leak check relief valves and rupture disk
 - (k) Check operation of main starter:
 - Examine contacts on all electrical connections
 - Verify overload and trip settings
 - Test all electrical connections
- 2.7 Contractor shall complete an operations log sheet. The log sheet shall contain records of operational temperatures, pressures and amperages of the chiller under various loaded conditions. The log sheet shall be kept with the equipment.
- 2.8 ANNUAL PREVENTIVE MAINTENANCE:
- Provide one comprehensive annual service to include preventative maintenance, and inspection on the equipment. Annual service/inspections shall be performed on a schedule provided by FMD, and said services and inspections shall include, but not limited to:
- (a) Oil Analysis: This will include a full spectrum analysis to be collected under EPA guidelines. The spectrochemical analysis will test for wear and corrosion elements in the oil sample. This will include, but not limited to: iron, chromium, aluminum, lead, silicon, tin, and zinc. Reported results shall be in parts per million (ppm). The Karl Fisher method shall determine the water content of the oil.

Based on the results found in the oil analysis, Contractor shall supply and replace all oil, oil filters, refrigerant filters, and remove and dispose of all used oil. These supply items to be billed separately.

- (b) Eddy Current: Tube analysis on condenser and evaporator tubes shall be ~~at least 25%~~ of the total tubes in the system. Contractor must brush tubes before Eddy current test.

Additionally:

Every 2-years must brush 100% of the condenser tubes **(recently performed 1/02)**

Every 5-years must brush 100% of the evaporator tubes **(due 4/04)**

It shall be a requirement that the technician performing such test must hold a current Level 3 certification. Proof of such must accompany bid package. The use of subcontractors for this service is permissible providing contractor/bidder submits the request in writing and attached copies of Level 3 certification from the sub.

Pricing to include Eddy Current testing.

- (c) Vibration Analysis: All analysis results shall be compared to previous measurements to establish trends; Contractor shall provide the County with manufacturers benchmark settings. **Technician must have Level 2 certification for such test. Proof of such must accompany bid package.**
- (d) Megger Insulation Test on compressor motor.
- (e) Complete leak check of chillers.
- (f) Inspect starter panel and main contacts for pitting/burring. Torque all connections and clean starter.
- (g) Copy of annual inspection report (Contractor's form) shall be forwarded to Facilities Management Department.

2.9 It is understood that the service and maintenance provided for herein DOES NOT include the following:

- (a) Responsibility for equipment room conditions or overall system performance.
- (b) Supplying, changing or cleaning air filters.
- (c) Piping other than refrigerant piping.
- (d) Air distribution system, including ductwork and fan casings.
- (e) Damage due to freezing weather.
- (f) Water treatment and acid cleaning.
- (g) Corrosion or erosion damage to water, brine, process or steam side of equipment.
- (h) Disconnect switches and circuit breakers.
- (i) Complementary equipment (for example, but not confined to, the following: cabinets, fixtures, boxes, water supply lines, drain lines and steam lines).
- (j) Brushing of condenser tubes or chilled water tubes – except during Eddy Current testing

2.10 The Contractor will repair or replace any worn parts found during the annual service, or when making non-routine service calls to maintain the chillers in good working condition. Replacement of chiller parts shall be billed at Contractor's cost as bid in Attachment A, PRICING.

- 2.11 Labor to perform REGULAR or AFTER HOURS repair service are not included in the Preventative Maintenance program. Therefore, regular/after hours service repairs will be made on a time and materials basis upon approval by Maricopa County's representative.
- 2.12 The County will keep equipment rooms and spaces free of materials extraneous to said system and move any stock, fixtures, walls or partitions needed to facilitate the work called for herein.
- 2.13 Water treatment at the chiller sites shall be performed by a qualified water treatment firm and shall be the responsibility of the County.
- 2.14 CHILLER REPLACEMENT:
- Existing chillers rated over 125 tons requiring replacement due to obsolescence or gross mechanical failure shall be replaced with York or Trane brands only. Chillers rated under 125 tons may be of any brand providing they have scroll or screw-type compressors with each compressor on an independent refrigeration circuit. Replacements shall be quoted as an all-inclusive project, not as time and materials.
- 2.15 TRIP CHARGES:
- Trip charges are allowed when the contractor arrives on site and is unable to locate a County representative familiar with the call, sometimes referred to as a dead-end call --or-- the technician examines the equipment and nothing is found to be wrong and therefore actual labor is not initiated. Should this be the case, only the trip charge is allowed, no labor charges shall be imposed on the County. Combination of trip charges and labor rates are not allowed if the service call is legitimate and actual chiller work is initiated (Exceptions: if outside the 25-mile radius).
- 2.16 OVERHAULS:
- If a machine requires overhauling – complete tear-down, parts replacement, and re-assembly, this service shall be line item priced, all inclusive, in Attachment A, PRICING, by machine.
- 2.17 RENTAL CHILLERS:
- There may be times when it is necessary to rent a chiller due to the existing machine needing replacement and the new one may have a long order lead time, or other functional reasons. The cost for this shall be an all-inclusive line item priced in Attachment A, PRICING, with written quotations for installation/**removal (time and materials)**, as each site does pose a degree of difficulty for access to the Contractor (i.e., use of a crane).
- The chiller rate is for monthly rates only (**based on a per ton charge**), no daily rates. All work to be done on regular business hours. Price to include chilled water supply and return hoses and electrical cable. The monthly rate based on utilizing the disconnect of the existing chiller.
- Taxes for rental chillers shall be built into the monthly bid rate
- 2.18 INVOICING:
- Invoicing for FMD sites shall be sent to:
Facilities Management
401 W. Jefferson St.
Phoenix, AZ 85003
- All invoicing shall contain:
- contract serial number,
purchase order number (or if paid by P-card, the term *P-card* in PO field);
site name and address;
FMD building number;
description of work performed

itemized parts list,
applicable sales tax (parts only),
total amount

EXAMPLE:

County Administration Building (3310)
301 W. Jefferson St
McQuay Chiller #1

Quarterly PM \$XXX.XX

2.19 TAX:

Taxes shall be imposed on chiller parts and supplies purchased by the County. No tax shall be levied against labor (Exceptions: chiller replacement/projects as 65% of the retail tax rate). Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

2.20 CONTRACTOR REQUIREMENTS:

- 2.20.1 The Contractor shall be responsible to procure all required licenses and permits as governed by the State of Arizona. Contractor must have a State of Arizona Commercial Air Conditioning and Refrigeration license L-39. A copy of such must accompany bid package.
- 2.20.2 Each bidder's technical staff must have a minimum of (3) factory trained service technicians at their local service center. All technicians assigned to this contract must be certified to work on 4,160-volt chillers, proof of such must accompany bid package.
- 2.20.3 A Maricopa County Sheriff's Office background check will be a requirement for all employees of Contractor's staff providing services to the County. This requirement is essential due to the need to access areas within the County such as detention facilities, court buildings, and many other restricted areas. The cost for this requirement shall be incurred by the County.
- 2.20.4 The Contractors service truck fleet shall carry sufficient supply of repair parts and equipment to perform routine chiller service and repairs. The Contractor shall have a local shop and/or warehouse that stocks parts to keep their trucks supplied daily. As part of the County's due diligence, these requirements shall be verified by FMD via a formal inspection after bid submittals and prior to bid award.
- 2.20.5 Contractor to pay for all connections, installation, use, development, etc. fees and/or charges, and obtain and pay required permits and licenses. These costs to be billed back to the County without mark-up.
- 2.20.6 Employees Of The Contractor
No one except authorized employees of the Contractor is allowed on the premises of Maricopa County Buildings. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
- 2.20.7 Contractor MUST meet all Federal E.P.A. and O.S.H.A. guidelines in the proper handling and disposal of refrigerants, refrigerant oils, and refrigerant filters/dryers.
- 2.20.8 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials and equipment associated with the work performed.
- 2.20.9 The Contractor shall make necessary repairs to the equipment in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this

Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.

2.20.10 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by FMD and be given 4 hours to correct the work. Labor for all re-work will be at no cost to the County. Any additional parts replaced shall be billed at contract pricing.

2.21 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.22 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.23 SSTA Certification:

Each technician assigned to this contract MUST have SSTA (Southwest Safety Training Alliance) certification. The purpose of this certification is to ensure all technical staff has received safety training that meets the OSHA Construction Safety standards (29CFR1926), and the OSHA General Industry standards(OSHA 29CFR1910). If the contractor/bidder is currently certified, please submit copies of certification cards of all technicians who will be assigned to this contract. If the contractor/bidder is not currently certified, the contractor/bidder has sixty (60) days after award to obtain certification for its technicians assigned to this contract, and must submit copies of certification cards to the Materials Management Department upon completion of certification. Failure to provide this information after award will render the contractor in default of contract.

All contractor new hires assigned to this contract must meet the same requirements.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a **THREE (3) year period.**

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of **TWO (2), one (1) year options**. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.3.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.3.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.3.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.3.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.3.3 Certificates of Insurance.

3.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.3.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.3.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 REQUIREMENT OF CONTRACT BOND:

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor.

- (A) A Performance Bond equal to the full Contract amount **(REQUIRED ON MAJOR PROJECTS ONLY AS DETERMINED BY BU FMD)** conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.
- (B) A Payment Bond equal to the full contract amount solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Contract . **(REQUIRED ON MAJOR PROJECTS ONLY AS DETERMINED BY BU FMD)**

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

3.5 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STEVE DAHLE, LEAD PROCUREMENT CONSULTANT, 602-506-3450
(sdahle@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

STEVE VARSCSAK, FMD

602-506-8198

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.8 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON APRIL 23, 2002, AT 9:00 AM AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT, 401 W. JEFFERSON ST., PHOENIX, AZ 85003

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the PPI for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional services are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State

auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

THE TRANE COMPANY, 850 W SOUTHERN AVENUE, TEMPE, AZ 85282

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT PROCUREMENT CARD FOR INVOICE PAYMENT: ☒ YES ☐ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP

WHEN PAYING WITH A PROCUREMENT CARD? ☐ YES ☒ NO

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO 0 % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET S076901/B0604254

1.0 PRICING:

Per specifications, pricing for preventative maintenance and repairs of centrifugal chillers:

County Administration Bldg. [3310]
301 W. Jefferson St.
Phoenix, AZ

	<u>Brand</u>	<u>Mod/SN</u>	<u>Quarterly</u> <u>PM</u>	<u>Annual</u> <u>PM</u>	<u>Overhaul</u>	<u>Rental /per month</u>
1.1	McQuay	PEH063 5UK0104000	<u>\$200</u>	<u>\$850</u>	<u>\$15,381</u>	<u>\$49.50</u>
1.2	McQuay	PEH063 5UL0100100	<u>\$200</u>	<u>\$850</u>	<u>\$15,381</u>	<u>\$49.50</u>
1.3	McQuay	PEH063 5UL0100200	<u>\$200</u>	<u>\$850</u>	<u>\$15,381</u>	<u>\$49.50</u>
1.4	McQuay	PEH063 5UL0100700	<u>\$200</u>	<u>\$850</u>	<u>\$15,381</u>	<u>\$49.50</u>

MCS0-Durango Jail [1601]
3225 W. Durango St.
Phoenix, AZ

1.5	Trane	RTHC1D1F0F1L3 U00E08471	<u>\$200</u>	<u>\$850</u>	<u>\$9,853</u>	<u>\$49.50</u>
1.6	Trane	RTHC1D1F0F1L3 U99H00503	<u>\$200</u>	<u>\$850</u>	<u>\$9,853</u>	<u>\$49.50</u>

West Court Building [3301]
111 S. 3rd Ave.
Phoenix, AZ

1.7	2 York	YKDGDH8CYD SGDM-917850	<u>\$200</u>	<u>\$965</u>	<u>\$15,301</u>	<u>\$49.50</u>
1.8	3 York	YKDGDH8CYD SGDM-917970	<u>\$200</u>	<u>\$965</u>	<u>\$15,301</u>	<u>\$49.50</u>

THE TRANE COMPANY, 850 W SOUTHERN AVENUE, TEMPE, AZ 85282

1.9	4 York	YKDGDH8CYD SGDM-918090	<u>\$200</u>	<u>965</u>	<u>\$15,301</u>	<u>\$49.50</u>
-----	--------	---------------------------	--------------	------------	-----------------	----------------

1.10	5 York	YKPBBH2CUC GAFM-113992	<u>\$200</u>	<u>965</u>	<u>\$15,301</u>	<u>\$49.50</u>
------	--------	---------------------------	--------------	------------	-----------------	----------------

Juvenile-SE [2856]
1810 S. Lewis
Mesa, AZ

1.11	1 York	YTB1C1C1CJE MRP283802	<u>\$200</u>	<u>\$850</u>	<u>\$14,196</u>	<u>\$56.00</u>
------	--------	--------------------------	--------------	--------------	-----------------	----------------

1.12	2 York	YTB1C1C1CJE MRP283803	<u>\$200</u>	<u>\$850</u>	<u>\$14,196</u>	<u>\$56.00</u>
------	--------	--------------------------	--------------	--------------	-----------------	----------------

SE Regional Center [2855]
222 E. Javelina
Mesa, AZ

1.13	1 McQuay*	PFH0603 5UK0103800	<u>\$200</u>	<u>\$850</u>	<u>\$14,196</u>	<u>\$49.50</u>
------	-----------	-----------------------	--------------	--------------	-----------------	----------------

1.14	2 McQuay*	PFH0603 5UK0076802	<u>\$200</u>	<u>\$850</u>	<u>\$14,196</u>	<u>\$49.50</u>
------	-----------	-----------------------	--------------	--------------	-----------------	----------------

Jackson Street Customer
Service Center [3316]
601 W. Jackson St.
Phoenix, AZ

1.15	1 York	YTG0A1B2CFG GBKM020620	<u>\$200</u>	<u>\$850</u>	<u>\$14,196</u>	<u>\$56</u>
------	--------	---------------------------	--------------	--------------	-----------------	-------------

1.16	2 York	YTG0A1B2CFG GBKM020603	<u>\$200</u>	<u>\$850</u>	<u>\$14,196</u>	<u>\$56</u>
------	--------	---------------------------	--------------	--------------	-----------------	-------------

Juvenile - Durango [1704]
3125 W. Durango
Phoenix, AZ

1.17	1 McQuay	PEH063 5ZM81054-00	<u>\$200</u>	<u>\$850</u>	<u>\$15,381</u>	<u>\$56</u>
------	----------	-----------------------	--------------	--------------	-----------------	-------------

1.18	2 McQuay	PEH063 5ZM81115-00	<u>\$200</u>	<u>\$850</u>	<u>\$15,381</u>	<u>\$56</u>
------	----------	-----------------------	--------------	--------------	-----------------	-------------

*These units are scheduled for replacement w/ Trane brand

Other Pricing:

Labor, during normal business hours, non-PM:

1.17	Journeyman:	<u>\$61.00</u>	/per hr.
1.18	Apprentice:	<u>\$51.00</u>	/per hr.
1.19	Labor, during after hours, non-PM		
1.20	Journeyman:	<u>\$91.00</u>	/per hr.
	Apprentice:	<u>\$75.00</u>	/per hr.

THE TRANE COMPANY, 850 W SOUTHERN AVENUE, TEMPE, AZ 85282

	Labor, weekends/holidays, non-PM	
1.21	Journeyman:	\$ 91.00 /per hr.
1.22	Apprentice:	\$ 75.00 /per hr.
1.23	Trip charge (See Section 2.15) (if applicable)	\$ 31.00 /per occurrence
1.24	Pipe Fabrication:	\$ 61.00 /per hr.
1.25	Refrigeration analysis (performed during non-PM interval):	\$240.00 /per request
1.26	Oil analysis (performed during non-PM interval):	\$ 60.00 /per request
1.27	Joy fan, vibration analysis:	\$224.00 /per request
1.28	Joy fan, repair rate, normal business hours:	\$ 61.00 /per hr.
1.29	Marley gearbox, repair rate, normal business hours:	\$ 61.00 /per hr.
1.30	Labor, for services outside the scope of contract:	\$ 61.00 /per hr.
1.31	All parts, components, chiller replacements, cost plus:	29 %

Terms: 1% 10 DAYS NET 30

Federal Tax ID Number: 25-0900465

Vendor Number: 250900465 A

Telephone Number: 602/258-9600

Fax Number: 602/253-3801

Contact Person: Bruce Martz

E-mail Address: lbmartz@trane.com

Company Web Site: www.trane.com

Insurance Certificate Required

Contract Period: To cover the period ending **June 30, 2005.**